

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Jason Michael Boychuck
Debtor

Case No. 18-11895-jkf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Randi
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 24, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 26, 2018.

db +Jason Michael Boychuck, 670 Doe Court, Limerick, PA 19468-1465

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 26, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 24, 2018 at the address(es) listed below:

ANTHONY ST. JOSEPH on behalf of Creditor United States of America on Behalf of IRS
anthony.stjoseph@usdoj.gov, mardella.suarez@usdoj.gov, CaseView.ECF@usdoj.gov
FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
KEVIN G. MCDONALD on behalf of Creditor PNC Bank, National Association bkgroup@kmlawgroup.com
MORRIS ANTHONY SCOTT on behalf of Creditor PNC Bank, N.A. mscott@udren.com
MORRIS ANTHONY SCOTT on behalf of Creditor PNC Bank, National Association mscott@udren.com
REGINA COHEN on behalf of Creditor Ally Bank rcohen@lavin-law.com, ksweeney@lavin-law.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
W. J. WINTERSTEIN, jr on behalf of Debtor Jason Michael Boychuck budwntr@gmail.com
WILLIAM MILLER*R on behalf of Trustee WILLIAM MILLER*R ecfemail@FredReigleCh13.com,
ECF_FRPA@Trusteel3.com
WILLIAM MILLER*R ecfemail@FredReigleCh13.com, ECF_FRPA@Trusteel3.com

TOTAL: 10

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: : BANKRUPTCY NO. 18-11895(JKF)
JASON MICHAEL BOYCHUCK : CHAPTER 13
:
Debtor :

**STIPULATION RESOLVING ALLY BANK'S
OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13
PLAN AND DEBTOR'S OBJECTION TO PROOF OF CLAIM NO. 2-1**

THIS MATTER having been brought before the Court on the Objections of Ally Bank to Confirmation of Debtor's Chapter 13 Plan and Debtor's Objection to Proof of Claim No. 2-1 and All Bank's response thereto, by Lavin, O'Neil, Cedrone & DiSipio, attorneys for Ally Bank and W. J. Winterstein, Jr., Esquire attorney for debtor, Jason Michael Boychuck (the "Debtor"), having consented to the entry of the within Order, and for good cause shown; state as follows:

(a) The Debtor financed the purchase of a 2013 Honda Civic, VIN: 19XFB2F56DE230206 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated June 3, 2016 (the "Contract") which has been assigned to Ally Bank; and

(b) Pursuant to the Contract, Ally Bank maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle; and

(c) Debtor desires to retain possession of the Vehicle; and

(d) Counsel for Debtor and counsel for Ally Bank wish to resolve the Ally Bank's Objections to the Debtor's Plan and Debtor's Objection to Proof of Claim No. 2-1 and allow Debtor's Chapter 13 to be confirmed.

NOW THEREFORE, in consideration of the above, Ally Bank and the Debtor
STIPULATE AND AGREE as follows:

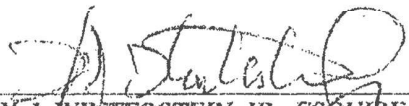
1. The Debtor shall amend his plan to pay Ally Bank \$15,207.24 plus 8.99% interest over the sixty month plan for a total of \$18,936.21 through the Chapter 13 Plan.
2. The Debtor shall amend the plan within thirty (30) days to incorporate the terms of this Stipulation.
3. Ally Bank shall retain its lien until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge, whichever is earlier.
4. Ally Bank's objections to Confirmation of the Debtor's Chapter 13 Plan are hereby withdrawn.
5. If for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.
6. This Stipulation may be executed by facsimile and such facsimile signatures shall be deemed as originals.

7. The signature pages of this Stipulation may be executed in counterpart, and all such signature pages, when attached, shall constitute the entire document.

CONSENTED TO BY:

DATED:

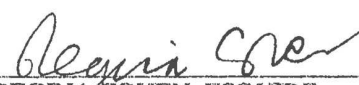
9/20/2018


W. J. WINTERSTEIN, JR., ESQUIRE
Attorney for the Debtor

CONSENTED TO BY:

DATED:


9/20/2018


REGINA COHEN, ESQUIRE
Attorneys for Ally Bank

CONSENTED TO BY:

DATED:


9/21/18


WILLIAM C. MILLER
Chapter 13 Trustee

The foregoing stipulation is approved on

~~XXXXXXXXXX~~

~~XXXXXXXXXX~~ September 24, 2018


JEAN K. FITZSIMON
United States Bankruptcy Judge

2033361v1